

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

December 12, 2008

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

LOD No. S-28,503

Hawaii

Consent to Partial Assignment and Assumption of Rights and Obligations under
Grant of Non-Exclusive Easement, WB Kukio Resorts, LLC, Assignor, to Kona
Water Service Company, Inc., Assignee, Kukio 1st, North Kona, Hawaii, Tax
Map Key: 3rd/ 7-2-04:04 por. & 7-2-06:17 por.

APPLICANT:

WB Kukio Resorts, LLC, as Assignor, to Kona Water Service Company, Inc., a Hawaii
corporation, whose business and mailing address is c/o Hawaii Water Service Company,
Inc., 1720 North First Street, San Jose, California 95112, as Assignee.

LEGAL REFERENCE:

Section 171-13, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Kukio 1st situated at North Kona, Island of Hawaii,
identified by Tax Map Key: 3rd/ 7-2-04:04 & 7-2-06:17, as shown on the attached maps
labeled Exhibit A.

AREA:

10.805 acres, more or less, plus approximately 14,798 sq ft.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: YES _____
NO X

ENCUMBRANCES:

Parcel(s)	Encumbrance	Permittee/Grantee
(3) 7-2-04:04 & (3) 7-2-06:17	Revocable Permit No. S-7193 for pasture purposes	WB Kukio Resorts, LLC
(3) 7-2-04:04 por.	LOD No. S-28,237 – easement for electric utility purposes	Hawaii Electric Light Co., Inc.
(3) 7-2-04:04 por.	LOD No. S-28,886 - easement for telecommunications line purposes	Hawaiian Telcom, Inc.
(3) 7-2-04:04 por.	LOD No. S-28,833 – easement for fiber optic and coaxial cable purposes	Time Warner Entertainment Co., L.P.
(3) 7-2-04:04 por.	LOD No. S-27,473 - easement for road and utility purposes	Philip Gray, et al.

CHARACTER OF USE:

Right, privilege, and authority to construct, lay, install, use, maintain, repair, replace, and remove underground water transmission pipelines; two (2) "breaker" tank sites; overhead telecommunication, CATV and electrical transmission lines, poles, guy wires and anchors; and associated service road over, under, and across the subject parcels.

TERM OF EASEMENT:

Perpetual.

AMOUNT PAID FOR EASEMENT:

\$20,550.

CONSIDERATION:

Not applicable. Applicant advises that it is seeking approval of the Partial Assignment and Assumption of Rights and Obligations Under Grant of Non-Exclusive Easement in connection with the sale to Kona Water Service Company of all of the utility assets of Kukio Utility Company, LLC. Applicant states that it is not receiving consideration for any of the easement rights being assigned in connection with this asset sale.

RECOMMENDED PREMIUM:

Not applicable. The Grant of Non-Exclusive Easement instrument does not provide for a premium on assignment.

DCCA VERIFICATION:

ASSIGNOR:

Place of business registration confirmed:	YES <u>X</u>	NO <u> </u>
Registered business name confirmed:	YES <u>X</u>	NO <u> </u>
Good standing confirmed:	YES <u>X</u>	NO <u> </u>

ASSIGNEE:

Place of business registration confirmed:	YES <u>X</u>	NO <u> </u>
Registered business name confirmed:	YES <u>X</u>	NO <u> </u>
Good standing confirmed:	YES <u>X</u>	NO <u> </u>

REMARKS:

Applicant WB Kukio Resorts, LLC (Applicant) is the parent company Kukio Utility Company, LLC (Kukio Utility). Applicant is the developer of the master planned residential community in North Kona known as Kukio which consists of the Kukio project and the Manini'owali project. The Kukio project comprises approximately 675 acres of land and consists of 150 residential lots, an 18-hole golf course, a 10-hole golf practice facility, a 3-unit private lodge (14 hotel rooms), a 19-unit condominium project, and another 10-unit condominium project. The Manini'owali project contains approximately 388 acres, and consists of approximately 139 residential lots and a sports complex.

Beginning in the 1990s, Applicant sought the use of State lands to construct a water system to support the community and other uses in the area, including irrigation water for the West Hawaii Veterans Cemetery. At its meeting of May 26, 2000 (Item D-17), the Board of Land and Natural Resources approved the grant of a non-exclusive easement to Applicant to construct, maintain, and replace underground water transmission pipelines, two breaker tank sites, as well as overhead electrical and CATV utilities, over, under and across State land. On July 18, 2002, the State and Applicant entered into a Grant of Non-Exclusive Easement to formalize the Board's approval that was recorded in the Bureau of Conveyances as Document No. 2002-125660, and assigned LOD No. S-28,503.

At its meeting of October 26, 2001, Item D-12, the Board approved a direct lease to Applicant or its PUC-regulated utility company for development and construction of an irrigation reservoir, a 0.5 million gallon water tank and a water treatment plant. On February 10, 2004, the State and Kukio Utility entered into General Lease No. S-5645 for

these purposes.

Applicant and Kukio Utility have decided to sell all of their water and wastewater assets to Kona Water Service Company, Inc. (KWSC). According to Applicant, KWSC is a wholly-owned subsidiary of Hawaii Water Service Company, Inc., which is in turn a wholly-owned subsidiary of California Water Service Group (CWSG), a publicly traded company on the New York Stock Exchange. CWSG provides water and wastewater service to approximately 480,000 customers. Upon the closing of the asset sale, for which approval from the Public Utilities Commission is required, KWSC will assume all of Applicant's and Kukio Utility's water and wastewater obligations under the Lease and the Grant of Non-Exclusive Easement (Kukio Utility is seeking the assignment of the lease by separate submittal on the same meeting agenda).

Applicant and KWSC have structured the assignment of the Grant of Non-Exclusive Easement as a partial assignment because Applicant intends to retain certain rights under the grant. Specifically, Applicant reserves the right to exercise the easement rights in common with KWSC. The parties' partial assignment instrument makes KWSC solely responsible for complying with Sections 1 (indemnity), 6 (maintenance of improvements) and 22 (State's right to purchase water) of the Grant of Non-Exclusive Easement. The parties' partial assignment instrument additionally provides that to the extent Applicant exercises easement rights, Applicant will also perform easement obligations when they relate to Applicant's exercise of the easement rights. A copy of the parties' Partial Assignment and Assumption of Grantee's Rights and Obligations under Grant of Non-Exclusive Easement is attached hereto as Exhibit B.

The Grant of Non-Exclusive Easement to Applicant provides in part at section 5 that the "easement shall run with the land and shall inure to the benefit of the real property described as tax map key no. (3) 7-2-04:5, 16 & 18...." These benefited parcels are the lands of the Kukio and Manini'owali projects. Applicant has advised staff that as part of the transaction KWSC will obtain easements over the benefited parcels and is therefore a proper assignee under the Grant of Non-Exclusive Easement. Staff consulted with the Department of the Attorney General regarding the easement running with the land, and was advised to process Applicant's request as proposed .

The proposed assignee, KWSC, appears to be qualified to meet the obligations under the Grant of Non-Exclusive Easement.

Based on staff's present knowledge, Applicant is in compliance with all easement terms and conditions without default.

KWSC has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

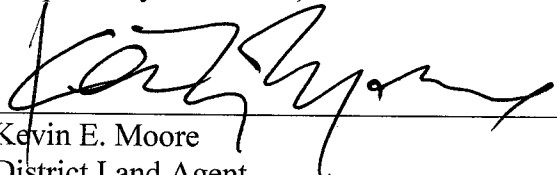
As indicated in the table above, there are a number of encumbrances on the parcels upon which the subject easements are situated. Staff does not anticipate that the proposed assignment will affect any of the easement holders identified in the table. Nevertheless, a copy of this submittal will be mailed to the easement holders as soon as this request is confirmed on the Board's agenda. The permittee under Revocable Permit No. S-7193 is Applicant.

RECOMMENDATION:

That the Board consent to the Partial Assignment and Assumption of Grantee's Rights and Obligations under Non-Exclusive Easement, LOD No. S-28,503 from WB Kukio Resorts, LLC, as Assignor, to Kona Water Service Company, Inc., as Assignee, subject to the following:


1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
2. Review and approval by the Department of the Attorney General; and
3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Kevin E. Moore
District Land Agent

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson





LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

CARLSMITH BALL LLP
ASB Tower, Suite 2200
1001 Bishop Street
Honolulu, Hawaii 96813

Attention: R. Yano
Telephone: (808) 523-2500

TITLE OF DOCUMENT:

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GRANTEE'S RIGHTS AND
OBLIGATIONS UNDER NON-EXCLUSIVE EASEMENT**

PARTIES TO DOCUMENT:

ASSIGNOR: **WB KUKIO RESORTS, LLC**, a Delaware limited liability company
c/o Westbrook Partners, 13155 Noel Road, Suite 700 LB54, Dallas,
Texas 75240

ASSIGNEE: **KONA WATER SERVICE COMPANY, INC.**, a Hawaii corporation
c/o Hawaii Water Service Company, Inc.,
1720 North First Street
San Jose, California 95112

CONSENT **STATE OF HAWAII**, by its Board of Land and Natural Resources

TAX MAP KEY(S): (3) 7-2-004: 004 (por.)
(3) 7-2-006: 017 (por.)

(This document consists of __ pages.)

EXHIBIT B

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GRANTEE'S RIGHTS
AND OBLIGATIONS UNDER GRANT OF NON-EXCLUSIVE EASEMENT**

THIS INSTRUMENT (this "**Assignment**") is made this ____ day of _____, 2008, by and between **WB KUKIO RESORTS, LLC**, a Delaware limited liability company whose address is c/o Westbrook Partners, 13155 Noel Road, Suite 700 LB54, Dallas, Texas 75240 ("**Assignor**"), and **KONA WATER SERVICE COMPANY, INC.**, a Hawaii corporation and wholly owned subsidiary of HAWAII WATER SERVICE COMPANY, INC., a Hawaii corporation, whose mailing address is 1720 North First Street, San Jose, California 95112 ("**Assignee**");

W I T N E S S E T H:

A. Assignor, as Grantee ("**Grantee**") and the State of Hawaii by its Board of Land and Natural Resources as "Grantor" are parties to that certain Grant of Non-Exclusive Easement dated July 18, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-125660 ("**Grant of Easement**"). All initially capitalized terms used but not defined in this Assignment shall have the meanings assigned to such terms in the Grant of Easement.

B. Under the Grant of Easement, (i) Assignor has certain easement rights, including the non-exclusive right to construct and maintain certain pipelines and other improvements located on Grantor's land, all as more particularly described and set forth in the Grant of Easement (collectively, the "**Easement Rights**"); and (ii) Assignor has certain liabilities and is obligated to perform and comply with and perform certain terms, covenants, conditions, duties and obligations with respect to the Easement Rights, all as more particularly described and set forth in the Grant of Easement (collectively, the "**Easement Obligations**").

C. Pursuant to Paragraph 5 of the Grant of Easement, the Grant of Easement runs with the land and inures to the benefit of the property therein described as Tax Map Key Nos. (3) 7-2-004: 005, 016 and 018 (the "**Benefited Property**").

D. Concurrently herewith, Assignor has sold and conveyed to Assignee certain water system improvements that provide water service to the Benefited Property, a portion of which improvements are located within the Easement Area. In connection with that sale, Assignor desires to assign a portion of Assignor's Easement Rights and Easement Obligations under the Grant of Easement and Assignee desires to accept such assignment from Assignor upon and subject to the terms and conditions of this Assignment.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment and Assumption of Assigned Rights and Obligations. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby assumes and agrees to be bound by, Assignor's Easement Rights; provided, however, that Assignor hereby reserves the continuing right (together with its successors and assigns) to exercise the Easement Rights in

common with Assignor (the "**Assigned Easement Rights**"). Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby assumes and agrees to be bound by, Assignor's Easement Obligations; provided, however, that Assignee agrees that it shall be solely responsible with respect to the observance and performance of the Easement Obligations set forth in Paragraphs 1, 6 and 22 of the Grant of Easement (the "**Assigned Easement Obligations**"). To the extent that Assignor actually exercises any of the Easement Rights from and after the Effective Date, Assignor agrees to observe and perform the Easement Obligations solely to the extent that such Easement Obligations expressly apply to Assignor's continued use and exercise of the Easement Rights reserved hereunder.

2. Default; Performance by Other Party. Assignor and Assignee shall each have the right to enforce the terms and conditions of the Grant of Easement. Should either party fail to observe or perform the Easement Obligations to be observed or performed by it, then the other party may send written notice of such breach to the other party, and if such breach is not cured within the earlier of 10 days and the date when such breach would constitute a default under the Grant of Easement, the non-violating party may (but is not obligated to) perform or cure such breach by the violating party. Any costs or expenses incurred by the non-violating party in connection with the performance or cure of such breach shall be paid by the violating party within 10 days after written demand. In addition, the non-violating party shall, in addition to all other remedies available, be entitled to obtain injunctive relief prohibiting the violating party from breaching any of the Easement Obligations. Each party must provide the other party copies of any notices, requests, consents, directions and other instruments and communications sent to or received from Grantor.

3. Indemnification. Assignee does hereby promise, covenant and agree to and with Assignor that Assignee shall observe and perform all of the terms, covenants and conditions in the Grant of Easement contained and on the part of the Grantee thereunder to be observed and performed from and after the Effective Date, including all of the Assigned Obligations, and will indemnify, defend and save Assignor, its officers, agents and employees, and any person acting for and on behalf of Assignor, harmless from and against any and all claims or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage arising out of or resulting from:

a. any act or omission on the part of the Assignee or its employees, agents, contractors, guests or invitees relating to the Assignee's use, occupancy, maintenance, or enjoyment of the Easement Rights;

b. any failure on the part of the Assignee or its employees, agents, contractors, guests or invitees to observe or perform the Easement Obligations, including to maintain the Easement Area and sidewalks, roadways and parking areas adjacent thereto in the Assignee's use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Assignee or its employees, agents, contractors, guests or invitees to maintain the Easement Area in a safe condition; and

c. from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Assignee's, or Assignee's employees, agents, contractors, guests or invitees, non-observance or non-performance of any of the Easement Obligations or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments. Without limiting the generality of the foregoing, Assignee shall pay all costs, including

reasonable attorney's fees and expenses, which may be incurred or paid by Assignor in enforcing the covenants and conditions of the Grant of Easement or this Assignment, or in the collection of delinquent rental, fees, taxes, and any and all other applicable charges attributed to the Easement Area.

4. Acceptance of Easement Area. Assignee accepts the Easement Rights and the Easement Area in its "AS-IS" condition, and agrees to use the Easement Rights at its sole risk, without any obligation or liability whatsoever of Assignor for the condition thereof. Assignee shall use the Easement Rights only for the purposes specified in the Grant of Easement and shall exercise its rights hereunder in such manner as to occasion only such interference with the use of the Easement Area by the owners and other occupants thereof as is reasonably necessary.

5. Insurance. With respect to the insurance required to be carried by the Grantee under Paragraphs 5 and 18 of the Grant of Easement:

a. Assignor has provided to Assignee, and Assignee has received, separate, written notice of the obligation to carry liability insurance covering the Easement Area; and

b. Assignor and Assignee shall each (i) name the other party and its respective employees, agents and wholly-owned subsidiaries as additional insureds under its respective insurance policy; (ii) cause its insurance policy to provide that such policy shall not be cancelled without thirty (30) days prior written notice to the other party. Within fifteen (15) days after the Effective Date, Assignor and Assignee shall deliver to each other copies of current certificates evidencing all of such insurance, and shall furnish a like certificate upon each renewal of the policy.

6. Condition to Effectiveness. This Assignment shall become effective upon recordation in the Bureau of Conveyances of the State of Hawaii (the "**Effective Date**").

7. Litigation. In the case the Assignor shall, without any fault on its part, be made a party to any litigation commenced by or against Assignee as a result of this Assignment, Assignee shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on Assignor; furthermore, Assignee shall pay all costs, including reasonable attorney's fees and expenses, which may be incurred by or pay by Assignor in enforcing the covenants and conditions of this Assignment.

8. Taxes; Assessments. Assignee shall pay or cause to be paid, when due, the amount of all taxes, charges, and assessments of every description related to utility uses, which the Easement Area, or any part, or any improvements therein, or the Assignor or the Assignee are now or may be assessed or become liable by authority of law from and after the Effective Date of this Assignment; provided, however, that with respect to any assessments made under any betterment or improvement law which may be payable in installments, Assignee shall be required to pay only those installments, together with interest, as shall become due and payable from and after the Effective Date of this Assignment. Assignee shall defend, indemnify and hold harmless Assignor, its officers, agents and employees, and any person acting for and on behalf of Assignor, from and against any claims, demands, suits, actions, judgments, liens, liabilities, losses or damages, costs and expenses, arising from or connected with such taxes, charges and assessments. Assignee shall have the right to contest the amount or validity of any such taxes,

charges and assessments referenced in this paragraph by appropriate legal proceedings in Assignee's own name.

9. Several Liability. The obligations and liabilities of Assignor and Assignee as the Grantee under the Grant of Easement shall be several.

10. Successors and Assigns. This Assignment shall be for the benefit of the parties' its successors and assigns from and after the Effective Date; provided, however, that neither party may assign, mortgage or pledge any of the Easement Rights, in whole or in part, without first complying with all of the terms and conditions of the Grant of Easement. In addition, Assignee may not mortgage or pledge its Easement Rights unless the holder of such mortgage or pledge: (a) agrees to be bound by the terms of this Assignment and the Grant of Easement upon acquiring Assignee's rights hereunder; and (b) acknowledges in writing that such mortgage or pledge shall not apply to the rights retained by Assignor hereunder.

11. Notices. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Assignment shall be in writing and shall be deemed to have been duly given if delivered personally, if mailed by registered or certified mail, or if sent by telegram, telex, facsimile, telecommunication, overnight delivery by a nationally recognized courier, or other similar form of communication (with receipt confirmed), as follows:

If to Assignor:

WB Kukio Resorts, LLC
P.O. Box 5349
Kailua Kona, Hawaii 96740
Fax: (808) 325-9784
Attention: Kevin Hinkle

with a copy to:

Carlsmith Ball LLP
1001 Bishop Street, Suite 2200
Honolulu, Hawaii 96813
Fax: (808) 523-0842
Attention: Rodd Yano

If to Assignee:

Kona Water Service Company, Inc.
c/o Hawaii Water Service Company, Inc.
1720 North First Street
San Jose, California 95112
Fax: (408) 367-8430
Attention: Francis S. Ferraro

or to such other address and to the attention of such other person(s) or officer(s) as any party may designate by written notice. Any notice mailed shall be deemed to have been given and received on the third business day following the day of mailing.

12. General and Miscellaneous.

a. The terms "Assignor" and "Assignee" wherever used herein shall include the Assignor and Assignee and their respective permitted successors, successors in trust, and assigns.

b. This Assignment may be executed in several counterparts. In addition, this Assignment may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page, for all purposes, including recordation, filing and delivery of this instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

c. The parties hereto agree to execute any and all other documents, agreements and instruments, and to take any and all other actions, which may be reasonably necessary or desirable to effect the transactions contemplated hereunder.

d. This Assignment may be amended only by a writing signed by each of the parties to this instrument.

e. This Assignment constitutes and contains the entire agreement between Assignor and Assignee and supersedes any and all prior negotiations, correspondence, understandings and agreements between these parties respecting the subject matter of this instrument.

[remainder of page left intentionally blank; signature(s) on following page(s)]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument on the day and year above first written.

WB KUKIO RESORTS, LLC, a Delaware limited liability company

By _____

Name:

Its:

Assignor

KONA WATER SERVICE COMPANY, INC., a Hawaii corporation

By *Francis S. Fernando*

Name: *Francis S. Fernando*

Its: *Vice President*

Assignee

Approved by the Board of Land and Natural Resources at its meeting held on _____, 2008.

STATE OF HAWAII

By: _____

Name: _____

Approved as to Form:

Deputy Attorney General

Dated

IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument on the day and year above first written.

WB KUKIO RESORTS, LLC, a Delaware limited liability company

By 

Name:

Its:

Patrick K. Fox
Secretary

Assignor

KONA WATER SERVICE COMPANY, INC., a Hawaii corporation

By _____

Name:

Its:

Assignee

Approved by the Board of Land and Natural Resources at its meeting held on _____, 2008.

STATE OF HAWAII

By: _____

Name: _____

Approved as to Form:

Deputy Attorney General

Dated

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

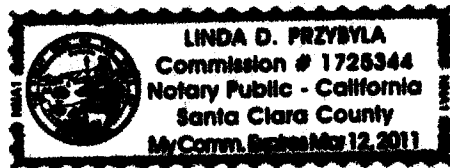
On August 26, 2008, before me, Linda D. Przybyla, Notary Public

Date

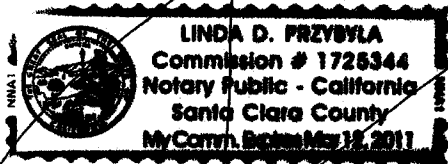
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Francis Ferraro

Name of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify that under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda D. Przybyla
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is representing: _____

Signer is representing: _____

STATE OF ~~HAWAII~~ TEXAS

)

) SS.

COUNTY OF ~~HAWAII~~ DALLAS

)

On this 18th day of August, 2008, before me personally appeared

Patrick K. Fox, to me known who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii

Name:

My commission expires: _____



SUSAN A. VERGENZ

Notary Public

STATE OF TEXAS

My Comm. Exp. Oct. 31, 2010